

Hearing Date and Time: December 12, 2017 at 10:00 a.m. (prevailing Eastern Time)

Objection Deadline: December 5, 2017 at 4:00 p.m. (prevailing Eastern Time)

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Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

)	
In re:)	Chapter 11
)	
AVAYA INC., <i>et al.</i> ¹)	Case No. 17-10089 (SMB)
)	
Debtors.)	(Jointly Administered)
)	

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Avaya Inc. (3430); Avaya CALA Inc. (9365); Avaya EMEA Ltd. (9361); Avaya Federal Solutions, Inc. (4392); Avaya Holdings Corp. (9726); Avaya Holdings LLC (6959); Avaya Holdings Two, LLC (3240); Avaya Integrated Cabinet Solutions Inc. (9449); Avaya Management Services Inc. (9358); Avaya Services Inc. (9687); Avaya World Services Inc. (9364); Octel Communications LLC (5700); Sierra Asia Pacific Inc. (9362); Sierra Communication International LLC (9828); Technology Corporation of America, Inc. (9022); Ubiquity Software Corporation (6232); VPNet Technologies, Inc. (1193); and Zang, Inc. (7229). The location of Debtor Avaya Inc.'s corporate headquarters and the Debtors' service address is: 4655 Great America Parkway, Santa Clara, CA 95054.

**NOTICE OF MOTION SEEKING ENTRY OF A FOURTH ORDER (I) EXTENDING
THE DEBTORS' EXCLUSIVE PERIODS TO FILE A CHAPTER 11 PLAN
AND SOLICIT ACCEPTANCES THEREOF PURSUANT TO SECTION 1121
OF THE BANKRUPTCY CODE AND (II) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that on November 28, 2017, Avaya Inc. and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the "Debtors"), filed the *Debtors' Motion Seeking Entry of a Fourth Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief* (the "Motion"). A hearing on the Motion will be held before the Honorable Stuart M. Bernstein of the United States Bankruptcy Court for the Southern District of New York (the "Court"), in Room 723, One Bowling Green, New York, New York 10004-1408, on **December 12, 2017, at 10:00 a.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion (each, an "Objection") shall be in writing, shall conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the *Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 1015(c), 2002(m) and 9007 Implementing Certain Notice and Case Management Procedures* [Docket No. 160] (the "Case Management Order"), and shall be filed with the Court (a) by registered users of the Bankruptcy Court's case filing system, electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>) and (b) by all other parties in interest, on a CD-ROM, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers as set forth in the Case Management Order), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and served—so as to be actually received no later than **December 5, 2017, at 4:00 p.m. (prevailing Eastern Time)**

(the “Objection Deadline”)—on each of the Standard Parties (as defined in the Case Management Order), including:

- a. Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022 (Attn: Jonathan Henes, P.C., Esq. and Christopher J. Kochman, Esq.) and Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654 (Attn: Patrick J. Nash, P.C., Esq. and Ryan Preston Dahl, Esq.), the attorneys for the Debtors;
- b. The United States Trustee for Region 2, 201 Varick Street, Suite 1006, New York, NY 10014 (Attn: Susan D. Golden, Esq.);
- c. Morrison & Foerster LLP, 250 West 55th Street, New York, New York 10019 (Attn: Lorenzo Marinuzzi, Esq. and Jonathan I. Levine, Esq.), the attorneys to the Official Committee of Unsecured Creditors;
- d. Davis Polk & Wardwell LLP, 450 Lexington Ave., New York, New York 10017 (Attn: Damian Schaible, Esq.), the attorneys to the DIP Agent;
- e. Akin Gump Strauss Hauer & Feld LLP, Bank of America Tower, New York, New York, 10036, (Attn: Philip Dublin, Esq. and Naomi Moss, Esq.), the attorneys to the Ad Hoc First Lien Group; and
- f. Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038 (Attn: Kristopher M. Hansen, Esq. and Sayan Bhattacharyya, Esq.), the attorneys to the Ad Hoc Crossover Group.

PLEASE TAKE FURTHER NOTICE that if no Objections or other responses are timely filed and served with respect to the Motion, the Debtors shall, on or after the Objection Deadline, submit to the Court an order substantially in the form annexed as **Exhibit A** to the Motion, which order the Court may enter without further notice or opportunity to be heard.

PLEASE TAKE FURTHER NOTICE that the Hearing may be continued or adjourned thereafter from time to time without further notice other than an announcement of the adjourned date or dates in open court at the Hearing.

PLEASE TAKE FURTHER NOTICE that copies of the Motion and Case Management Order may be obtained free of charge by visiting the website of Prime Clerk LLC at <http://cases.primeclerk.com/avaya>. You may also obtain copies of any pleadings by visiting the Court's website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

Dated: November 28, 2017
New York, New York

/s/ Jonathan S. Henes, P.C.

James H.M. Sprayregen, P.C.

Jonathan S. Henes, P.C.

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re:))	Chapter 11
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AVAYA INC., <i>et al.</i> , ¹))	Case No. 17-10089 (SMB)
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Debtors.))	(Jointly Administered)
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¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Avaya Inc. (3430); Avaya CALA Inc. (9365); Avaya EMEA Ltd. (9361); Avaya Federal Solutions, Inc. (4392); Avaya Holdings Corp. (9726); Avaya Holdings LLC (6959); Avaya Holdings Two, LLC (3240); Avaya Integrated Cabinet Solutions Inc. (9449); Avaya Management Services Inc. (9358); Avaya Services Inc. (9687); Avaya World Services Inc. (9364); Octel Communications LLC (5700); Sierra Asia Pacific Inc. (9362); Sierra Communication International LLC (9828); Technology Corporation of America, Inc. (9022); Ubiquity Software Corporation (6232); VPNet Technologies, Inc. (1193); and Zang, Inc. (7229). The location of Debtor Avaya Inc.'s corporate headquarters and the Debtors' service address is: 4655 Great America Parkway, Santa Clara, CA 95054.

**DEBTORS' MOTION SEEKING ENTRY OF A FOURTH ORDER (I) EXTENDING
THE DEBTORS' EXCLUSIVE PERIODS TO FILE A CHAPTER 11 PLAN
AND SOLICIT ACCEPTANCES THEREOF PURSUANT TO SECTION 1121
OF THE BANKRUPTCY CODE AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the "Debtors") respectfully state as follows in support of this motion (this "Motion"):

Relief Requested

1. By this motion, the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order"): (a) extending the Debtors' exclusive right to file a chapter 11 plan by approximately 32 days through and including January 1, 2018 (the "Filing Exclusivity Period"), and to solicit votes thereon by approximately 30 days through and including March 2, 2018 (the "Soliciting Exclusivity Period," and together with the Filing Exclusivity Period, the "Exclusivity Periods"),² without prejudice to the Debtors' right to seek further extensions to the Exclusivity Periods; and (b) granting related relief.³

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of New York (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern*

² The Court previously extended the Debtors' Exclusivity Periods three times by approximately 195 days pursuant to the *Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief* (the "Initial Exclusivity Extension") [Docket No. 673], the *Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief* (the "Second Exclusivity Extension") [Docket No. 859], and the *Third Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief* (the "Third Exclusivity Extension") [Docket No. 1122]. Capitalized terms used but not initially defined in this motion shall have the meanings ascribed to them in the Debtors' motion for the Initial Exclusivity Extension [Docket No. 374] or Second Amended Plan [Docket No. 1423], as applicable.

³ The facts and circumstances supporting this Motion are set forth in the declaration of John C. Bosacco of Centerview Partners LLC, the Debtors' investment banker, attached hereto as **Exhibit B** (the "Bosacco Declaration").

District of New York, dated December 1, 2016. The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are section 1121(d) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”) and Bankruptcy Rule 9006.

Preliminary Statement

5. The Debtors have made significant progress towards achieving their restructuring goals in the eleven months of these multibillion-dollar chapter 11 cases. Since their last exclusivity extension was granted on September 11, 2017, the Debtors have:

- continued to make significant progress in the reconciliation of their claims pool through their ongoing reconciliation of claims filed against these chapter 11 estates by filing six separate omnibus claims objections (covering 1200 of 3500 total claims) [Docket Nos. 762, 869, 920, 1120, 1261, 1289];
- initiated a claims objection proceeding that is currently pending before the Court against litigation counterparty SAE Power Incorporated and SAE Power Company (collectively, “SAE”), which included a claims estimation hearing with respect to the administrative expense and general unsecured claims of SAE [Docket Nos. 925, 959, 1129, 1217, 1243-44, 1279, 1432];
- participated in a successful mediation before United States Bankruptcy Judge, Hon. Cecelia G. Morris, as mediator, with the Creditors’ Committee, Ad Hoc First Lien Group, Ad Hoc Crossover Group, Pension Benefit Guaranty Corporation (“PBGC”), and the Second Lien Notes Trustee⁴ as mediation parties

⁴ The “Second Lien Notes Trustee” is Wilmington Savings Fund Society, FSB, in its capacity as collateral agent and indenture trustee under that certain indenture, dated as of March 7, 2013 (as the same may have been amended, modified, supplemented, or amended and restated from time to time), for the 10.50% second lien notes due March 1, 2021 by and among Avaya Inc., as the issuer, certain debtor guarantors, and the Second Lien Notes Trustee.

(the “Mediation Parties”) [Docket Nos. 1160 and 1286], which concluded in a global plan settlement resolving the Ad Hoc Crossover Group’s stated plan objections (the “Global Resolution”);

- successfully negotiated and filed their *Second Amended Joint Chapter 11 Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates* [Docket No. 1423] (the “Second Amended Plan”) with the support of the Mediation Parties;
- successfully resolved the treatment of the Debtors’ qualified pension liabilities with PBGC via a joint stipulation and settlement [Docket No. 928] and filed the *Debtors’ Motion for Entry of an Order (I) Approving Stipulation of Settlement with Pension Benefit Guaranty Corporation and (II) Granting Related Relief* [Docket No. 1305];
- obtained Court approval with respect to their *Disclosure Statement Supplement for the Second Amended Joint Chapter 11 Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates* (the “Disclosure Statement Supplement”) [Docket No. 1421] and Crossover Plan Support Agreement (the “Crossover PSA”) locking up the support of approximately 73 percent of Second Lien Debt for the Second Amended Plan⁵ [Docket No. 1379];
- commenced solicitation on their Second Amended Plan in accordance with the Court’s *Order (I) Approving the Debtors’ Continued Solicitation of the Second Amended Plan and the Adequacy of the Supplemental Disclosure in Connection Therewith, (II) Modifying Certain Deadlines and Procedures in Connection with Plan Confirmation and Shortening Notice with Respect Thereto, (III) Approving the Form of Ballot in Connection Therewith, And (IV) Granting Related Relief* (the “Continued Solicitation Order”) [Docket No. 1419]; and
- filed their *Plan Supplement for the Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (the “Plan Supplement”) [Docket Nos. 1451, 1490, 1499, 1504, 1531, 1545, 1572].

This progress has been achieved against the backdrop of what all parties have recognized are large, complex chapter 11 cases involving billions of dollars of funded debt and legacy liabilities, global operations, thousands of employees and retirees, and a diverse set of stakeholder constituencies.

6. The brief exclusivity extension requested herein will permit the Debtors to focus on confirming their Second Amended Plan and emerging from these chapter 11 cases without

⁵ See Oct. 31, 2017 Hr’g Tr. 18:22-25 - 19:1-4 (“Based on our current tally . . . between the first lien PSA and the crossover PSA we have spoken for in supporting the second amended plan approximately 87 percent of our total first lien debt and approximately 73 percent for our total second debt -- I’m sorry, second lien debt.”).

substantial disruption or delay that would result if parties were permitted to file competing plans at this critical juncture. Continued exclusivity will ensure the Debtors have sufficient time to confirm and consummate their Second Amended Plan—which enjoys the support of every major creditor constituency and avoids costly and uncertain litigation on complex confirmation issues.

Basis for Relief

7. A debtor has the exclusive right to propose a chapter 11 plan for the first 120 days of a chapter 11 case pursuant to section 1121(b) of the Bankruptcy Code. Section 1121(c)(3) of the Bankruptcy Code extends the period of exclusivity for an additional 60 days, to an initial maximum of 180 days, where the debtor has filed a chapter 11 plan and is soliciting votes on such plan. “[T]he point of exclusivity is to promote an environment in which the debtor’s business may be rehabilitated and a consensual plan may be negotiated.”⁶ In these chapter 11 cases, the Exclusivity Periods set forth in sections 1121(b) and 1121(c) of the Bankruptcy Code will expire on November 30, 2017 and January 31, 2018, respectively, absent further order of the Court.⁷

8. Section 1121(d)(1) permits a court to extend a debtor’s exclusivity “for cause,” subject to certain limitations. Specifically, section 1121(d) provides that “on request of a party in interest made within the respective periods . . . of this section and after notice and a hearing, the court may for cause reduce or increase the 120-day period or the 180-day period referred to in this

⁶ In re Burns and Roe Enters., Inc., No. 00-41610 RG, 2005 WL 6289213, at *4 (D.N.J. Nov. 2, 2005).

⁷ The Debtors note that they have filed this Motion prior to the expiration of the current deadline for the Exclusivity Periods pursuant to the Third Exclusivity Extension, with a hearing date no later than 14 days from the date hereof. Accordingly, LBR 9006-2 automatically extends the Filing Exclusivity Period pending the Court’s resolution of the relief requested by this Motion.

section.”⁸ Although the term “cause” is not defined by the Bankruptcy Code, such term should be viewed flexibly in this context “in order to allow the debtor to reach an agreement.”⁹

9. As part of the inquiry, courts examine a number of factors, none of which is dispositive, to determine whether a debtor has had an adequate opportunity to develop, negotiate, and propose a chapter 11 plan. These factors include:¹⁰

- (a) the size and complexity of the case;
- (b) the existence of good faith progress toward reorganization;
- (c) the necessity of sufficient time to negotiate a plan of reorganization and prepare adequate information to allow a creditor to determine whether to accept such plan;
- (d) whether the debtor is paying its debts as they become due;
- (e) whether the debtor has demonstrated reasonable prospects for filing a viable plan;
- (f) whether the debtor has made progress negotiating with creditors;
- (g) the amount of time which has elapsed in the case;
- (h) whether the debtor is seeking an extension to pressure creditors; and
- (i) whether an unresolved contingency exists.

10. Not all of these factors are relevant to every case and courts use only the relevant subset of the above factors to determine whether cause exists to grant an exclusivity extension in

⁸ 11 U.S.C. § 1121(d).

⁹ H.R. Rep. No. 95, 95th Cong., 1st Sess. 232 (1997); see also In re Public Serv. Co. of New Hampshire, 88 B.R. 521, 534 (Bankr. D.N.H. 1988) (“legislative intent . . . [is] to promote maximum flexibility”).

¹⁰ See In re Adelpia Commc’ns Corp., 336 B.R. 610, 674 (Bankr. S.D.N.Y. 2006); In re Cent. Jersey Airport Servs., LLC, 282 B.R. 176, 183 (Bankr. D.N.J. 2002); In re McLean Indus., Inc., 87 B.R. 830, 834 (Bankr. S.D.N.Y. 1987); see also In re Dow Corning Corp., 208 B.R. 661, 664 (Bankr. E.D. Mich. 1997) (identifying the above factors and noting that courts generally rely on the same factors to determine whether exclusivity should be extended); In re Friedman’s Inc., 336 B.R. 884, 888 (Bankr. D. Ga. 2005) (same).

a particular chapter 11 case.¹¹ For example, both Congress and courts have recognized that the size and complexity of a debtor's case alone may constitute cause for an extension of a debtor's exclusive periods to file a plan and solicit acceptances of such a plan.¹²

11. Here, sufficient "cause" exists pursuant to section 1121(d) of the Bankruptcy Code to extend the Exclusivity Periods as provided herein for at least the following five reasons:¹³

- First, the Debtors' Chapter 11 Cases Are Large and Complex. As previously discussed, these chapter 11 cases involve 18 Debtor entities, which have over 2,800 employees, two U.S. pension plans, and approximately \$6 billion in funded debt. Complicating matters, the Debtors' business operations rely in part on their international footprint, which extends to over 150 non-Debtor affiliates who operate in countries across the globe. The Debtors' challenges are further compounded by a complex corporate and capital structure as well as a transforming telecommunications industry marked by fierce market competition.¹⁴
- Second, the Debtors Have Made Good Faith Progress Towards Exiting Chapter 11. The Debtors have used their previous extensions of the Exclusivity Periods constructively by engaging in ongoing, substantive discussions with their key stakeholder groups and/or their advisors around the terms of their ultimate reorganization. In fact, since the previous extension, the Mediation Parties alongside their respective advisors, participated in successful mediation that resulted in the Global Resolution, the terms of which are set forth in the Debtors' Second Amended Plan.

¹¹ See, e.g., Express One, 194 B.R. at 100 (identifying four of the factors as relevant in determining whether "cause" exists to extend exclusivity); In re United Press Int'l, Inc., 60 B.R. 265, 269 (Bankr. D.D.C. 1986) (finding that the debtor showed "cause" to extend exclusivity based upon three of the factors). In re Texaco, Inc., 76 B.R. 322, 327 (Bankr. S.D.N.Y. 1987) (holding that size and complexity of the chapter 11 case provided sufficient cause to extend exclusivity).

¹² H.R. No. 95-595, at 231-232, 406 (1978), reprinted in 1978 U.S.C.C.A.N. 5787, 6191 ("[I]f an unusually large company were to seek reorganization under chapter 11, the court would probably need to extend the time in order to allow the debtor to reach an agreement."); see also Texaco, 76 B.R. at 326 ("The large size of a debtor and the consequent difficulty in formulating a plan of reorganization for a huge debtor with a complex financial structure are important factors which generally constitute cause for extending the exclusivity periods.").

¹³ Though the Debtors believe all relevant factors support the requested extension of the Exclusivity Periods, overlapping factors are omitted below to avoid repetition.

¹⁴ In re McLean Indus., 87 B.R. at 831-835 ("A reasonable time in light of the bankruptcy case in its entirety is the root consideration."); In re Borders Grp., Inc., 460 B.R. 818, 823 (Bankr. S.D.N.Y. 2011) (holding that the size and complexity of the Debtors cases favored an extension of the exclusivity periods).

- Third, an Extension of the Exclusivity Periods Will Not Prejudice Creditors. The Debtors are requesting an extension of the Exclusivity Periods in order to confirm and consummate their Second Amended Plan and have these chapter 11 cases go effective without the distraction from competing plans. In particular, the Court recently approved the Debtors' Disclosure Statement Supplement and entry into the Crossover PSA. Notably, the Crossover PSA, along with the First Lien Plan Support Agreement, provides the Debtors with the unfettered ability to consider alternative restructuring transactions and, if appropriate, terminate those agreements in a manner consistent with their fiduciary duties. The Debtors believe that continued exclusivity will therefore enhance (not hinder) the Debtors' ongoing efforts to complete their restructuring on terms that are in the best interest of these chapter 11 estates.¹⁵
- Fourth, the Debtors Are Paying Their Bills as They Come Due. As discussed in the Third Exclusivity Extension, since the Petition Date, the Debtors have paid their vendors and third party partners in the ordinary course of business or as otherwise provided by Court order. There are certain vendors, however, that filed motions requesting payment of administrative expenses.¹⁶ The Debtors initiated an estimation hearing in connection with one of these motions and are evaluating all of these motions and working with these vendors to resolve their claims; ultimately, all claims will be resolved through the Debtors' ongoing claims reconciliation process.
- Fifth, the Debtors Have Demonstrated Reasonable Prospects for Filing a Viable Plan. Following the Court's approval of their Disclosure Statement Supplement and Continued Solicitation Order, the Debtors commenced solicitation on the Second Amended Plan. The Debtors respectfully submit that this fact alone, coupled with the Global Resolution, establishes that the Debtors have a 'reasonable prospect' for prosecuting a confirmable plan and supports the Debtors' requested exclusivity extension.

12. Moreover, where, as here, debtors give the court "no reason to believe that they are abusing their exclusivity rights . . . [a] requested extension of exclusivity . . . should be granted."¹⁷

¹⁵ In re Adelphia Commc'ns Corp., 544 F.3d 420, 424 (2d Cir. 2008) (explaining that it is "the debtor's duty to wisely manage the estate's legal claims, and this duty is implicit in the debtor's duty as the estate's only fiduciary") (internal quotations omitted).

¹⁶ See, e.g., [Docket Nos. 556, 559, 560, 925].

¹⁷ In re Global Crossing Ltd., 295 B.R. 726, 730 (Bankr. S.D.N.Y. 2003); see also In re Borders Grp., Inc., 460 B.R. at 822 (noting the debtors' "substantial efforts . . . to stabilize their business and develop a viable exit strategy").

Motion Practice

13. This Motion includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of their application to this Motion. Accordingly, the Debtors submit that this Motion satisfies Rule 9013-1(a) of the Local Bankruptcy Rules for the Southern District of New York.

Notice

14. The Debtors shall provide notice of this Motion to: (a) the Standard Parties; and (b) the Rule 2002 Parties.¹⁸ The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

15. Other than with respect to the relief granted by the Initial Exclusivity Extension and Second Exclusivity Extension, no prior request for the relief sought in this Motion has been made to this or any other court.

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¹⁸ Capitalized terms used but not defined in this Paragraph 14 shall have the meanings set forth in the *Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 1015(c), 2002(m) and 9007 Implementing Certain Notice and Case Management Procedures* [Docket No. 160].

WHEREFORE, the Debtors respectfully request entry of an order, substantially in the form attached hereto as **Exhibit A**, (a) granting the relief requested herein and (b) granting such other relief as is just and proper.

Dated: November 28, 2017
New York, New York

/s/ Jonathan S. Henes, P.C.

James H.M. Sprayregen, P.C.

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Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	Chapter 11
AVAYA INC., <i>et al.</i> , ¹)	
)	Case No. 17-10089 (SMB)
Debtors.)	(Jointly Administered)
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)	

**FOURTH ORDER (I) EXTENDING THE DEBTORS’
EXCLUSIVE PERIODS TO FILE A CHAPTER 11 PLAN AND
SOLICIT ACCEPTANCES THEREOF PURSUANT TO SECTION 1121
OF THE BANKRUPTCY CODE AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”): (a) extending the Debtors’ Filing Exclusivity Period through and including January 1, 2018, and the Debtors’ Soliciting Exclusivity Period through and including March 2, 2018, without prejudice to the Debtors’ right to seek further extensions to the Exclusivity Periods; and (b) granting related relief; all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated December 1, 2016; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Avaya Inc. (3430); Avaya CALA Inc. (9365); Avaya EMEA Ltd. (9361); Avaya Federal Solutions, Inc. (4392); Avaya Holdings Corp. (9726); Avaya Holdings LLC (6959); Avaya Holdings Two, LLC (3240); Avaya Integrated Cabinet Solutions Inc. (9449); Avaya Management Services Inc. (9358); Avaya Services Inc. (9687); Avaya World Services Inc. (9364); Octel Communications LLC (5700); Sierra Asia Pacific Inc. (9362); Sierra Communication International LLC (9828); Technology Corporation of America, Inc. (9022); Ubiquity Software Corporation (6232); VPNet Technologies, Inc. (1193); and Zang, Inc. (7229). The location of Debtor Avaya Inc.’s corporate headquarters and the Debtors’ service address is: 4655 Great America Parkway, Santa Clara, CA 95054.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. Pursuant to section 1121(d) of the Bankruptcy Code, the Debtors' Filing Exclusivity Period pursuant to section 1121(b) of the Bankruptcy Code is hereby extended through and including January 1, 2018.
3. Pursuant to section 1121(d) of the Bankruptcy Code, the Debtors' Soliciting Exclusivity Period pursuant to section 1121(c) of the Bankruptcy Code is hereby extended through and including March 2, 2018.
4. Nothing herein shall prejudice (a) the Debtors' rights to seek further extensions of the Exclusivity Periods consistent with section 1121(d) of the Bankruptcy Code, or (b) the rights of any party in interest to object to any further extension requests.
5. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

6. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

New York, New York

Dated: _____, 2017

THE HONORABLE STUART M. BERNSTEIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Bosacco Declaration

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Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

)	
In re:)	Chapter 11
)	
AVAYA INC., <i>et al.</i> , ¹)	Case No. 17-10089 (SMB)
)	
Debtors.)	(Jointly Administered)
)	

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Avaya Inc. (3430); Avaya CALA Inc. (9365); Avaya EMEA Ltd. (9361); Avaya Federal Solutions, Inc. (4392); Avaya Holdings Corp. (9726); Avaya Holdings LLC (6959); Avaya Holdings Two, LLC (3240); Avaya Integrated Cabinet Solutions Inc. (9449); Avaya Management Services Inc. (9358); Avaya Services Inc. (9687); Avaya World Services Inc. (9364); Octel Communications LLC (5700); Sierra Asia Pacific Inc. (9362); Sierra Communication International LLC (9282); Technology Corporation of America, Inc. (9022); Ubiquity Software Corporation (6232); VPNet Technologies, Inc. (1193); and Zang, Inc. (7229). The location of Debtor Avaya Inc.'s corporate headquarters and the Debtors' service address is: 4655 Great America Parkway, Santa Clara, CA 95054.

**DECLARATION OF JOHN C. BOSACCO IN SUPPORT OF THE DEBTORS'
MOTION SEEKING ENTRY OF A FOURTH ORDER (I) EXTENDING
THE DEBTORS' EXCLUSIVE PERIODS TO FILE A CHAPTER 11 PLAN
AND SOLICIT ACCEPTANCES THEREOF PURSUANT TO SECTION 1121
OF THE BANKRUPTCY CODE AND (II) GRANTING RELATED RELIEF**

I, John C. Bosacco, declare, pursuant to 28 U.S.C. § 1746, under penalty of perjury, to the best of my knowledge, information, and belief:

1. I am over the age of 18 and competent to testify. I am a Partner in the Restructuring and Recapitalization group at Centerview Partners LLC ("Centerview")², an investment banking advisory firm and financial advisor and investment banker for Avaya Inc. ("Avaya") and certain of its affiliates (together with Avaya, collectively, the "Debtors") prior to and during these chapter 11 cases. I have more than 15 years of experience in investment banking, focusing particularly on advising and executing financing, mergers and acquisitions, and restructuring transactions across a wide range of industries. Prior to Centerview, I was a Managing Director at Miller Buckfire & Co., worked in the restructuring group at Dresdner Kleinwort Wasserstein (predecessor to Miller Buckfire & Co.), and worked in the investment banking divisions of Merrill Lynch and Chase Securities Inc.

2. Centerview is a global advisory-focused investment bank, and Centerview's team of professionals deliver a wide array of merger and acquisition, financial restructuring, and capital structure services to corporations, boards, and key stakeholders around the world. Centerview's Restructuring and Recapitalization Group provides a full suite of advisory services for restructuring transactions consummated out of court and in chapter 11.

3. I submit this Declaration (this "Declaration") in support of the relief requested by the *Debtors' Motion Seeking Entry of a Fourth Order (I) Extending the Debtors' Exclusive Periods*

² All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Motion.

to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief (the “Motion”). Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, my opinion, my experience as a financial professional and with the Debtors’ businesses, or my conversations with the Debtors’ employees. If called on to testify, I could and would testify to the facts and opinions set forth herein. In particular, I am generally familiar with the Debtors’ negotiations with the Mediation Parties and Global Resolution.

The Debtors’ Restructuring Efforts and Exclusivity Extension Request

4. Over the last several months, I have participated in substantive discussions with the Debtors’ key stakeholders and their advisors regarding the terms of the Debtors’ ultimate reorganization. Specifically, since their last request for an extension of the Exclusivity Periods, the Debtors completed a successful Mediation with the Mediation Parties that resulted in the Global Resolution and filed their Second Amended Plan—which enjoys the support of every major creditor constituency and avoids costly and uncertain litigation on complex confirmation issues. The Global Resolution resolves the Ad Hoc Crossover Group’s stated plan objections and locks up the support of approximately 87 percent of First Lien Debt and 73 percent of Second Lien Debt for the Second Amended Plan. The terms of the Global Resolution are illustrated in the Second Amended Plan, Disclosure Statement Supplement, and Crossover PSA.

5. The Debtors simply need more time to confirm and consummate their Second Amended Plan and strongly believe that a brief, 32-day continuation of the Exclusivity Periods will enable them to do so and emerge from chapter 11. The maintenance of the Debtors’ Exclusivity Periods is critical to capitalize on the progress made to date, allows the Debtors to

focus on confirmation, and precludes the costly disruption that would likely occur if competing plans were proposed.

[Remainder of Page Intentionally Left Blank.]

Pursuant to 28 U.S.C. § 1746, I declare under the penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: November 28, 2017
New York, New York

/s/ John C. Bosacco

John C. Bosacco
Partner
Centerview Partners LLC